

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 55		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-16-D-0036		3. EFFECTIVE DATE 15 Sep 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO 1307485894			
5. ISSUED BY CDR NAWCWD CODE 250000 ATTN: b6 429 E BOWEN RD - STOP 4015 CH NA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than item 5) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040 SCD: C				
7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, state and zip code) WYLE LABORATORIES, INC. b6 345 BOB HEATH DR HUNTSVILLE AL 35896-2842			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
CODE 2B360			FACILITY CODE		10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Section G		
11. SHOP TO-MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS OH 43218-2284 CODE H00036				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$41,790,995.00		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 [X] CONTRACT FOR NEGOTIATED AGREEMENT Contractor is required to sign this document and return it to the issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed below)				18 [] SEALED-BID AWARD (Contract that is not required to sign this document) Your bid on Solicitation Number N68936-16-R-0004-0001 REF: AB1900-16-0004 and 5/31/16 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award contract makes the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER b6 / b6 CONTRACTING OFFICER TEL: (760) 939-9658 EMAIL: b6 navy			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. b6 b6		20C. DATE SIGNED 15-Sep-2016	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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Previous edition is NOT usable

STANDARD FORM 26 (REV 5/2011)

Prescribed by GSA - FAR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are

provided [REDACTED] b6 b6
Phone: b6 [REDACTED]
DSN: b6 [REDACTED] b6
Email address: [REDACTED]@mry.mil b6

U.S. Postal Service Mailing Address:

COMMANDER
CODE 254330D [REDACTED] b6
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. BLDG 982
CHINA LAKE. CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc.):

COMMANDER
CODE 254330D [REDACTED] b6
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE. CA 93555-6108

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor CPFF The contractor shall provide labor to support the Statement of Work (SOW). See Attachment (1) for specific support location requirements. FOB: Destination PURCHASE REQUEST NUMBER: 1300486894	570,000	Hours		b4 [REDACTED]
				ESTIMATED COST	b4 [REDACTED]
				FIXED FEE	b4 [REDACTED]
				TOTAL EST COST + FEE	b4 [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel COST The contractor shall travel in accordance with the SOW in Section C . Reimbursement of costs may include a G&A rate if applicable. No fee shall be applied against the travel costs. Travel covers CONUS and OCONUS tasking. FOB: Destination	1	Lot		b4 [REDACTED]
				ESTIMATED COST	b4 [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Relocation COST The contractor shall be reimbursed for Relocation expenses in accordance with the SOW in Section C to include any applicable G&A rate. No fee shall be applied against the relocation costs. Relocation covers CONUS and OCONUS tasking. FOB: Destination	1	Lot		b4 [REDACTED]
				ESTIMATED COST	b4 [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

1

Lot

b4

ODCs for OCONUS Tasks
COST

The contractor shall be reimbursed for the ODC expenses for OCONUS tasks that are not already built into the Labor costs (CLIN 0001) or the other ODC CLINs (0002 and 0003) for those location in accordance with the SOW in Section C to include any applicable G&A or a material Handling rate. No fee shall be applied against the ODCs for OCONUS costs. ODCs for OCONUS cover Guam, Hawaii, and Japan tasks.

FOB: Destination

ESTIMATED COST

b4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

5,000

Hours

b4

Temporary Sea Duty labor
CPFF

The contractor shall provide temporary sea duty in accordance with SOW requirements in Section C. The temporary sea duty will be accomplished by a person already working CONUS or OCONUS tasks, and will only be temporary. The Government will direct any need for temporary sea duty labor and provide the CONUS or OCONUS task that will accomplish this temporary duty.

FOB: Destination

ESTIMATED COST

b4

FIXED FEE

b4b1

TOTAL EST COST + FEE

b4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Data Requirements COST The contractor shall provide data in accordance with the Contract Data Requirements List (CDRL), Exhibit (A). This CLIN is Not Separately Priced (NSP) FOB: Destination				NSP
				ESTIMATED COST	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012)

(a) The level of effort estimated to be ordered during the term of this contract is 575,000 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Equipment Specialist*	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Regular Labor Man Hours CLIN 0001	109,440	109,440	109,440	109,440	109,440	547,200
OT Labor Man Hours CLIN 0001	4,560	4,560	4,560	4,560	4,560	22,800
Temporary Sea Duty CLIN 0005	1,000	1,000	1,000	1,000	1,000	5,000

Totals

* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

(e) In performing the contract/order, the contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK
FOR
NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE CENTER (NATEC)
FOR
CONTRACTOR ENGINEERING TECHNICAL SERVICES (CETS) CONTRACTOR FIELD SERVICES
(CFS) TO SUPPORT CORROSION CONTROL ON VARIOUS WEAPON SYSTEMS AND EQUIPMENT
04 January 2016**

1.0 SCOPE

1.1 **BACKGROUND:** The Integrated Warfighter Support Services (IWSS) Division of the Naval Air Technical Data and Engineering Service Center (NATEC) provides Engineering Technical Services (ETS) in support of Naval Aviation weapons systems throughout their sustainment life-cycle. In addition to aircraft programs, NATEC is responsible for ETS services in support of all associated systems and equipment. The objective of ETS is to develop the technical skills and abilities of Navy and Marine Corps military and civilian personnel who are responsible for the operation and maintenance of their assigned aviation weapon system/program. Weapon system maintenance, along with maintenance on associated support equipment, is essential for its successful performance in a military role and is therefore indispensable for both current deployments and national security. It is essential that aircraft be mission-ready and able to perform their military tasking with the minimum possible failures or faults. Insufficiently trained military or civilian personnel exist within the Government to perform the necessary tasks, particularly those on new or modified systems.

1.2 **SCOPE:** NATEC, San Diego, CA requires Contractor Engineering Technical Services (CETS) Contractor Field Services (CFS) be provided to various Fleet shore activities for the purpose of informing, instructing, and training Navy, Marine Corps military and civilian personnel to be proficient in the prevention, inspection and treatment of corrosion. CFS technical expertise is categorized by Aviation Core Discipline Airframe (AF). This acquisition is for CFS type of Engineering Technical Services (ETS) in support of Corrosion Control on all associated aircraft listed in paragraph 3.2.3 of the SOW.

2.0 APPLICABLE DOCUMENTS.

The following documents are applicable to this SOW to the extent specified herein. Additional documents may be applicable and will be identified at the task order level.

NATECINST 12339.1 dtd 19 Mar 09 (or current series) – Navy Civilian Technical Specialist (NCTS) Qualifications and Examination Procedure

NATECINST 5400.1 dtd 21 Aug 06 (or current series) – ETS Administrative Management Manual

DoDINST 3020.41 dtd 3 Oct 05 (or current series) – Contractor Personnel Authorized to Accompany the U.S. Armed Forces

CNAFINST 4790.2 series – Naval Aviation Maintenance Program

3.0 REQUIREMENTS.**3.1 GENERAL REQUIREMENTS**

3.1.1 **Support Overview:** The Contractor shall provide on-site and on-call technical and logistics support to Department of Defense (DoD) personnel relating to corrosion analysis and recommendations for changes and improvements to equipment, operation, maintenance, training, and failure mode analysis for weapon systems/equipment affected by corrosion.

3.1.2 Support Locations: The Contractor shall be assigned to a Permanent Duty Station (PDS) identified by Task Numbers in order to support local activities on a daily basis. PDS locations may include: New River, NC; Miramar, CA; McGuire, NJ; Cherry Point, NC; Atsugi, Japan; Mayport, FL; Kaneohe Bay, HI; Norfolk, VA; North Island, CA; MCAS Iwakuni Japan, Anderson AFB, Guam; Whidbey Island, WA; Lemoore, CA; North Island, CA; Camp Pendleton, CA; Pt Mugu, CA; Ft Worth, TX; Jacksonville, FL; Oceana, VA, Yuma, AZ and all other locations specified in Enclosure (1), Support Location Requirements. The Contractor may be required to temporarily travel to other activities within the following Navy and Marine Corps commands/organizations; all Naval Air Stations (NAS) and Marine Corps Air Stations (MCAS) and Facilities, Naval Air Systems Command Headquarters and activities, Navy and Marine Corps Type Command activities ashore and afloat, and Navy and Marine Corps forward deployed units and activities, which may include CONUS and OCONUS locations. Temporary Duty (TDY) from an assigned (permanent) duty station may be extensive and will be dependent upon the aircraft/systems supported by the Task Number work site. All TDY Travel shall be approved in writing via the Navy Technical Designation (NTD) letter and endorsement as a part of the NATEC Detachment Site Lead process in accordance with NATECINST 5400.1. Occasionally, the Government support requirement will necessitate relocating a Task from one PDS to another. Specific Task Numbers and their locations will be called out in each specific Task Order issued under the contract.

3.1.3 Security: The Contractor will perform work classified up to and including the SECRET level in the performance of this contract. US citizenship and a SECRET security clearance are required of all contractor personnel. The contractor shall pre-clear new employees within 30 days of starting work and must obtain approval from the NATEC or NAVAIR Depot Security Officer. Security clearance requirements will be identified by Task Number on the Addendum to the Department of Defense Contract Security Classification Specification, DD Form 254.

The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. Access to SECRET information is required in the performance of this contract and shall be in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and applicable DoD Personnel Security regulations. The Contractor shall maintain sufficiently cleared personnel to perform the tasks required by this SOW IAW the DD Form 254, and the Contract. All Contractor personnel shall possess the requisite security clearance, accesses, and need-to-know commensurate with the requirements of their position. All documentation required for security certification and visit request authorizations to attend classified meetings will be the responsibility of the Contractor.

The Contractor shall notify the NATEC or NAVAIR Depot Security Manager upon notification of on-site Contractor support service personnel who have an investigation with an action pending, eligibility has been administratively withdrawn or pending, withdrawal of interim clearance eligibility, eligibility of no determination made, final denial or revocation of security clearance eligibility. Contractor personnel who are determined to be ineligible for Classified Material Information (CMI) access, or whose access is suspended, shall be removed immediately from sensitive duties and shall not be permitted to have access to CMI or any Controlled Unclassified Information (CUI). Contractor personnel who lose their eligibility for CMI or CUI access shall have their IT user accounts disabled immediately for IT systems that process CUI or CMI and will not have access to any federal government restricted areas, facilities or IT Systems.

Any cleared contractor employee employed by a DoD cleared contractor who's Cognizant Security Agency (CSA) is Defense Security Service and who conducts work on a federal installation, shall report to both the cognizant cleared contractor Facility Security Officer (FSO) and NATEC or NAVAIR Depot Security Manager any adverse information or circumstances of which they are aware pose a threat to the following: security of DoD personnel; contractor personnel; resources; classified or unclassified defense information; and anything that elevates the risk to the cleared contractor's proprietary information, intellectual property, and personnel. For further justification please refer to the National Industrial Security Program Operating Manual (NISPOM, DoD 5220.22-M) 1-302. On-site contractor support service personnel shall cooperate with any preliminary inquiries conducted by NATEC or NAVAIR Depot Security Manager regarding loss, compromise, or suspected compromise of classified information or inquiry into significant command security weaknesses. For reports of loss, compromise, or suspected compromise of classified information, and if the facility in which the cleared contractor employee is working at is located on a government installation, these reports shall be furnished to the CSA through the Commander or Head of the Host Installation – reference NISPOM DoD 5220.22-M 1-303.

The contractor shall comply with all security requirements for accessing any U.S. Government IT systems and/or networks and will have the appropriate background investigation and security clearance in accordance with personnel security guidelines. Contractors requiring a Common Access Card must meet the Office of Personnel Management credentialing standards. A favorably adjudicated National Agency Check with Inquiries (NACI) is the minimum investigation required for final credentialing determination for CAC. An interim credentialing determination can be made based on the results of a completed National Agency Check or an Federal Bureau of Investigation National Criminal History Check (fingerprint check), and submission of a request for investigation (NACI or greater). Contractors assigned to Critical Sensitive Information Technology (IT) level I (Privileged Access) duties will require a favorably completed and adjudicated SSBI or SSBI-PR. Contractors assigned to a Non Critical-Sensitive (NCS) IT Level II (Limited Privilege, Sensitive Information Access) duties will require a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLC). The contractor shall adhere to the Department of the Navy's information assurance program prescribed methodologies for the protection of information to support Department of Navy missions and will comply with local service/component command information assurance security directives, regulations, and standard operating procedures. If applicable, all contractor owned/operated classified information systems or networks will be certified/accredited/operated in accordance with the National Industrial Security Operating Manual (NISPOM) latest issue.

Contractors requiring access to federal installations shall obtain the appropriate base identification for all contractor personnel who make frequent visits to or perform work at government sites. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished identification badges while visiting or performing work on specific installation(s) with the exception of contractors working with aircraft or dangerous equipment when the identification could present a safety hazard. In this case, these contractors shall have the proper identification in their possession at all times. The contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials, Common Access Card (CAC), and any other secondary area access badges/identification for any employee who no longer requires access to the work site(s), upon separation, resignation, firing, completion or termination of the contract or expiration of base identification. The contractor shall ensure that all base identification passes to include CACs and any other secondary area access badges/identification issued to contractor employees are returned to the appropriate component issuing office.

Contractor employees shall comply with local base procedures for entry into federally controlled and restricted areas. If contractor employees require unescorted entry to controlled or restricted areas, the contractor shall comply with the federal installations Command Physical Security Plan and DoD personnel security program.

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36. The DOD Contract Security Classification Specification, DD Form 254 defines specific security requirements. All controlled unclassified technical information shall be appropriately identified and marked as For Official Use Only in accordance with DODM 5200.01 (Information Security Program Manual) (Volume 4) and DOD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operational Security (OPSEC) requirements. The Contractor shall not store or transmit CUI on personal IT systems or via personal e-mail.

For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available at http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>. The Contractor shall not store or transmit CUI on personal IT systems or via personal e-mail.

All controlled unclassified technical information shall be appropriately identified and marked with the following distribution statement:

Distribution Statement E: Distribution authorized to the DOD components only, Administrative or Operational Use, 3 December 2012. Other requests shall be referred to NATEC, Code 675410, NAS North Island, San Diego, CA 92135.

All technical documents that are determined to contain export-controlled technical data shall additionally be marked with the export controlled warning statement in accordance with the SECNAV Manual 5510.36.

3.1.4 Maintenance Level: The maintenance level supported by CETS under this contract is Organizational (O).

3.1.5 Objective: The objective of CFS is to develop the technical skills and abilities of military and civilian personnel of the Department of Defense responsible for preventing, inspecting and treating corrosion to the level of self-sufficiency.

3.1.6 Safety: The contractor shall emphasize safety precautions to be taken in all training and support provided. The Contractor shall comply with all established Naval Aviation Safety Rules and Regulations at all times.

3.1.7 Contractor Personnel: The Contractor shall provide qualified, skilled, and knowledgeable personnel to support all of the SOW tasks.

3.2 SUPPORTED PROGRAMS, DISCIPLINES, AND SYSTEMS/SUBSYSTEMS

3.2.1 Programs Supported: The Contractor shall be required to provide CETS for the prevention, inspection and treatment of corrosion on the aviation programs, systems and equipment listed in paragraph 3.2.3.

3.2.2 Disciplines Supported: Support as defined in paragraph 1.2 shall be provided to the aircraft systems, subsystems and associated systems and equipment, and in the disciplines specified in paragraph 3.2.3.

3.2.3 Systems/Subsystems Supported: While not all inclusive, the following is a list of the systems and subsystems common to the aircraft platforms and associated support equipment sustained under this contract. The systems/subsystems to be supported by each task will be selected from this list and identified in the specific Task Order. Systems and equipment (as applicable to the aircraft configuration) may include:

SYSTEM	NOMENCLATURE	WUC	DISCIPLINE	PLATFORM
11	AIRFRAME	11000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
12	FUSELAGE COMPARTMENTS	12000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
13	ALIGHTING/LAUNCHING SYSTEM	13000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
14	FLIGHT CONTROLS	14000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B

15	ROTARY WINGS	15000	AF	ROTARY ACFT
17	ESCAPE SYSTEMS	17000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
22	TURBOSHAFT ENGINES	22000	AF	FIXED WING PROP/ROTARY ACFT
23	TURBOJET ENGINES	23000	AF	F-18, EA-6B, AV-8B, F-35
24	AUXILIARY POWER SYSTEMS	24000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
26	HELICOPTER DRIVES/TRANSMISSIONS	26000	AF	ROTARY ACFT
27	TURBOFAN ENGINES	27000	AF	P-8
29	POWER PLANT INSTALLATION	29000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
41	AIR CONDITIONING/PRSRZ/ICE CONTROL/ENVIRONMENTAL CONTL SYS	41000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
42	ELEC PWR SPLY/DISTR/LIGHTING SYSTEMS	42000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
45	HYDRAULIC SYSTEMS	45000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
46	FUEL SYSTEMS	46000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
47	OXYGEN SYSTEMS	47000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
48	ICE AND RAIN REMOVAL/PROTECTION SYSTEM	48000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B
49	MISCELLANEOUS UTILITIES	49000	AF	F-18,H-60,E-2,C-2,H-1,H-53,V-22,P-3,P-8,C-130,AV-8B,F-35,EA-6B

3.3 TECHNICAL TRAINING

3.3.1 The Contractor shall provide technical training and briefings as stated in the following SOW sub-paragraphs. (CDRL A001)

3.3.1.1 The Contractor shall provide system-specific technical briefings to Navy, Marine Corps, and civilian personnel. (CDRL A002)

3.3.1.2 The Contractor shall provide on-site academic instruction and on-equipment proficiency training to Navy and Marine Corps personnel, Navy Engineering and Technical Services (NETS) Specialists, and other Government employees, on the prevention, inspection and treatment of corrosion on the aviation programs, systems and equipment listed in paragraph 3.2.3.

3.3.1.3 The Contractor shall assist, train, and demonstrate the best methods of prevention, inspection and treatment of corrosion.

3.3.1.4 The Contractor shall provide advice on supply support problems, and/or cross-reference of manufacturer-to-Navy part numbers.

3.3.1.5 The Contractor shall assist the NATEC Technical Coordinator (TC) or the NATEC Product Support Lead (PSL), in developing training plans and identifying corrosion control training programs, which will ensure Navy and Marine Corps personnel are trained to prevent, inspect and treat corrosion.

3.3.1.6 The Contractor shall utilize the Commander Naval Air Technical Training (CNATT) curricula, lessons and performance testing criteria when identified by the TC to provide training. The Contractor shall provide training completion feedback to the NATEC TC or the NATEC PSL (CDRL A003). Feedback shall include class rosters, test scores if applicable, and student course critiques. All training provided shall meet or exceed the Learning Objectives established by Navy Training System Plans (NTSPs) and CNATT. The Contractor shall participate in reviews of CNATT course material if required. The Contractor shall input the information into the Electronic Local Assist Request (ELAR) application within the Customer Response Management (CRM) database.

3.3.1.7 The Contractor shall provide prepared training materials to the Government in support of training required under this SOW to the program TC or PSL. The contractor shall provide digital copies of training materials for use by other ETS. The Contractor shall also supply necessary materials such as lesson guides, course outlines (curricula), training aids (handouts, drawings, PowerPoint slides, etc.), and tests (written and practical). (CDRL A003)

3.4 TECHNICAL ADVICE/SUPPORT

3.4.1 The Contractor shall provide technical assistance, advice, research and analysis as stated in the following SOW sub-paragraphs. Daily work will be documented in the CRM system. Documentation of deficiencies identified in any of the following tasks will be documented according to the current CNAFINST 4790.2 series Naval Aviation Maintenance Discrepancy Reporting Program (NAMDRP).

3.4.1.1 The Contractor shall provide advice on the identification of, and instruction on the use of special tools, handling equipment, and test equipment associated with and related to corrosion control.

3.4.1.2 The Contractor shall provide technical advice and assistance in accident investigations, failure data reports, and material deficiency reports.

3.4.1.3 The Contractor shall provide corrosion control information to operations and maintenance personnel.

3.4.1.4 The Contractor shall participate in Integrated Logistics Support (ILS) and Technical Working Group (TWG) meetings convened by the Government to provide corrosion control technical expertise and consultation services, to submit Fleet recommendations for changes to weapon systems/equipment corrosion control procedures.

3.4.1.5 The Contractor shall identify and analyze weapon systems/equipment corrosion control deficiencies. (CDRL A004)

3.4.1.6 The Contractor shall provide on-site technical support to operating units, commands and shore-based industrial activities to analyze and identify corrosion control discrepancies in maintenance procedures contained in the most current versions of technical manuals (TMs) for weapon systems/equipment; compare performance of actual weapon systems/equipment corrosion control procedures against the corrosion control procedures documented in these weapon systems/equipment TMs. The contractor shall, when required, evaluate and review Government Furnished Information (GFI) technical source data for corrosion control procedures/equipment, such as engineering drawings, engineering change proposals (ECPs), technical data packages (TDPs), maintenance plans, logistics support plans, Interim Manual Change Releases (IMCRs), and Interim Rapid Action Changes (IRACs), for technical accuracy and adequacy for incorporation into the applicable weapon systems/equipment operation and maintenance TMs. (CDRL A004)

3.4.1.7 The Contractor shall provide recommended changes to existing weapon systems/equipment corrosion control TMs in technical reports for use by the Government in preparing Technical Publications Deficiency Reports (TPDR). Technical Reports are entered into the ELAR application within the CRM database. (CDRL A004)

3.4.1.8 The Contractor shall perform evaluation of maintenance occurrences to the criteria identified in the weapon systems/equipment TMs to ensure conformance with weapon systems/equipment corrosion control objectives; determine the cause of weapon systems/equipment corrosion damage and other corrosion related problems and recommend corrective actions to the Government. (CDRL A004)

3.4.1.9 The Contractor shall perform on-site analysis of weapon systems/equipment corrosion control deficiencies/failures, in accordance with the requirements of appropriate TMs and provide advice on the development of resolutions. (CDRL A004)

3.4.1.10 The Contractor may be required to work or travel to sites which could include environments that are located at or near weapons magazine areas, flight decks, flight-line ramps, aircraft spots, combat zones, and weapon ready-service areas. The Contractor may be required to travel to activities within the following Navy and Marine Corps organizations/commands; all Naval Air Stations (NAS) and Marine Corps Air Stations (MCAS) and Facilities, Naval Air Systems Command Headquarters and activities, Navy and Marine Corps Type Command activities ashore and afloat, and Navy and Marine Corps forward deployed units. Contractors may be required to temporarily travel to other activities as necessitated by the country supported, in accordance with the established LOA. Travel is for the purpose of training, evaluating and inspecting weapon systems/equipment.

3.5 SPECIAL REQUIREMENTS

3.5.1 Ready for Tasking. The Contractor shall maintain an employee at each assigned Task PDS who is Ready For Tasking (RFT) to any worldwide location including hazardous duty and combat zone locations. RFT includes the following: an active passport with greater than 90 days until expiration, medically qualified to deploy using the medical standards contained in NATECINST 12339.1 as guidance; the financial means to deploy; family care plan as appropriate; and individual qualifications for encumbering the assigned task. The contractor is required to participate either directly or indirectly through a local NATEC Detachment Site Lead in data collection using the NATEC online management information system as the means to document RFT.

3.5.2 Documentation in Customer Relationship Management (CRM)

The contractor employee is required to capture and maintain CRM data in the NATEC ELAR system. In order to meet both of these requirements, the contractor employee is required to hold an active account on the NATEC Web Site and maintain a current account on the ELAR Remedy server. The NATEC CRM, Web Site, and ELAR/Remedy are accessed with the assistance of NATEC detachment personnel.

3.5.3 Government Issued Credentials The Contractor shall ensure employees return to the local or the assigned NATEC Site Lead, all Government issued credentials, such as Common Access Cards (CAC) and/or other ID cards, NTD letters and all endorsements thereto upon exiting task.

3.5.4 Daily Action Reporting. The Contractor shall report completion of daily support actions using the NATEC ELAR or other CRM application currently in use by the Government within 10 days of the event, trip, end-of-month, or project completion. (Note: Completion of ELAR tickets associated with daily local activities shall be completed daily.)

3.5.5 Certificate of Service (COS). The Contractor shall forward a signed copy of a completed Certificate of Service (COS) for each Task PDS to the Technical Assistant (TA) (Site Lead) for their review and signature within three workdays after the end of each month. The TA shall forward the signed COS to the COR. A copy of the COS form is provided in Attachment 1 (Contractor Surveillance Plan) of the contract.

3.5.6 Progress/Status/Cost Report.

3.5.6.1 The Contractor shall prepare and submit a monthly Performance and Cost Report to the COR and the Contracting Officer. (CDRL A005)

3.5.6.2 The Contractor shall provide a Progress and Status Report as a supplement to each Standard Form 1034 presented for payment in accordance with the contract's Clause 5252.242-9517. If travel was performed, the Progress and Status Report shall provide the Navy Technician Designation (NTD) letters for each individual who performed travel and a copy of all of the receipts for commercial carrier tickets, lodging receipts, car rental receipts, and all other travel expenses that occurred.

4.0 REPORTS AND DELIVERABLES

4.1 The Contractor shall provide the following Contract Data Requirement Lists (CDRLs) in accordance with the SOW and CDRL requirements:

CDRL#	Subject
A001	Training Materials
A002	Briefing Materials
A003	Course Conduct Information Package
A004	Failure Summary and Analysis Report
A005	Performance and Cost Report

5.0 Labor Categories

Minimum personnel experience and education levels for this SOW shall be as follows:

Labor Category	Qualifications
Equipment Specialist/CETS	<p>Education: High School diploma or GED; AND Technical Training in a RELEVANT TECHNICAL FIELD</p> <p>Optional sources include:</p> <ul style="list-style-type: none"> - Navy "A" and/or "C" schools or service equivalent schools. - Accredited Vocational Education Institutions - OEM/Factory technical training programs related to the system(s)/equipment being supported <p>Background/Experience: At least five (5) years of practical (hands-on) experience within the past seven (7) years. Experience should be in direct support of the systems and/or equipment defined in the position. Two (2) years of this experience must have been at or above the military E5 level or the non-military equivalent. Non-military equivalent experience level is at or above senior journeyman level, Senior Electronics or Engineering Technician level, etc.</p>

CONDITIONS OF CONTRACT

(a) Tasks hereunder which must be performed outside the Continental United States shall be subject to the provisions of OPNAV Instruction 5720.3D, and all other appropriate regulations, orders and instructions of the Secretary of the Navy, the Department of the Navy, or the Department of Defense. The Contractor shall instruct each representative to familiarize himself with the provisions contained in the aforementioned documents. Requests for certificates of identification and other credentials for Contractor representatives shall be made in accordance with said documents.

(b) The Government shall have the right hereunder to order delivery of services for performance of tasks in areas which have been designated by the Department of Defense as subject to hostile fire, or at locations where the Contractor representative is subject to actual hostile fire as established and defined by current Department of Defense Directives. In the event of a deployment to a hostile or danger area that has been designated as such by the Department of State, compensation for danger pay will be in accordance with the rates and time periods established in the Department of State Index and applied to the salary of the representative.

(c) Contractor representatives assigned to perform tasks hereunder at locations outside the Continental United States shall be accredited to the United States Navy, shall be given proper credentials and identification cards and shall be subject to such regulations as have been or may hereafter be issued by the United States Government regarding Contractor representatives serving with the United States Armed Forces in foreign theaters of operation.

(d) To avoid unnecessary delays at the port of embarkation, the Contractor is responsible for ensuring that personnel designated to perform under this contract have the proper security clearance, passports and visas and have met the immunization requirements for the area to which they are assigned. Contractor personnel reporting for overseas assignments without the proper passport, visa, security clearance and/or inoculations are not considered to be fully qualified to perform their assignments.

(e) With respect to Contractor representatives not accompanied by dependents, Government quarters, if available, shall be utilized on overseas assignments (that are outside of the continental United States). Whether or not such quarters will be considered available shall be determined in accordance with the criteria set forth below:

(i) Government quarters shall be considered available if accommodations suitable for a Commissioned officer are assigned.

(ii) The Government shall have six (6) weeks after the reporting date of an employee to assign accommodations suitable for a commissioned officer, in the event such accommodations are not assigned within the said (6) weeks, Government Quarters shall be considered unavailable.

(iii) In the event Government Quarters are made available after an employee has been utilizing commercial quarters for a period of six (6) weeks or more after the reporting date, the employee may elect to utilize such Government quarters, however, utilization of Government Quarters is not mandatory.

(iv) Notwithstanding (i) and (ii) above, in the event of occupancy of any Government quarters requested by an employee, the said Government quarters shall be considered adequate and available.

(v) Notwithstanding (i) and (ii) above, in the event of voluntary occupancy by an employee of furnished Government quarters for a period in excess of six (6) weeks, the said quarters shall be considered adequate and available.

(vi) Quarters furnished while embarked in a naval vessel shall be considered adequate and available.

(f) The Contractor shall have the right to remove or replace his personnel assigned to perform tasks hereunder pursuant to any order for services and to substitute other qualified personnel in lieu thereof, provided that such removal or replacement shall not be due cause for a break in services being furnished or additional costs to the Government and that such removal or replacement shall have been brought to the attention of the Contracting Officer's Representative (COR). Any removals or replacements for the convenience of the Contractor, including

time of travel and training costs for replacement personnel, shall be at the Contractor's expense. The Contractor shall notify the Contracting Officer and COR approximately thirty (30) days prior to such change so that orderly processing of task description letter and related security and administrative details may be accomplished. Removals and replacements of Contractor personnel including resignations and walking off the job shall be at the expense of the Contractor except when such removal or replacement is for reasons as follows:

(i) Employees whose removal or replacement is necessitated by circumstances beyond the control of the Contractor.

(ii) Employees removed as a result of an early task termination by the Government. An early task termination occurs when the Government decides to terminate performance of a task earlier than the performance end date specified on the task order. The Government will notify the contractor at least fifteen (15) days prior to the early termination of any task.

(iii) Removal or replacement of employees performing tasks hereunder who have been continuously performing tasks-under this contract, or the immediate prior NATEC technical services contract for the same task, at a single location for a continuous period of thirty-six (36) or more consecutive months.

(g) Upon any finding of unsatisfactory performance of the task by the inspector designated hereunder, the Contracting Officer, may upon written notice of such findings to the Contractor, terminate the task in whole or in part. Any entitlement to reimbursement for services performed pursuant to any order for services hereunder shall cease upon receipt of such notice by the Contractor. In the event a finding of unsatisfactory performance of the task is based upon an act or acts by Contractor employee or employees that, are unlawful; in violation of Government regulations, or that constitute habits or traits of character which are prejudicial to good order and discipline, the Contractor shall be permitted to replace such employee or employees or may be directed to do so depending upon the severity of the situation. Any instance of unsatisfactory performance that results in removal of the employee, the contractor shall replace the employee at an equivalent labor rate. Such removal will not entitle the Contractor to reimbursement for travel or time of travel connected with such removal.

(h) The Contractor shall ensure that all employees exiting the task for any reason return all Government issued credentials, such as Common Access Card (CAC), and including any Navy Technician Designation (NTD) letters and all endorsements thereto, to the assigned Officer-in-Charge (OIC).

LABOR AND PER DIEM

The Government will pay to the Contractor as full compensation for services rendered in performance of this contract, labor and overtime rates that do not exceed the limitations in Section B, plus the various direct cost limitations listed in Section B.

(a) Regular Time: A normally scheduled forty (40) hour workweek or a reduced workweek. A normally scheduled forty (40) hour workweek shall consist of five (5) eight (8) hour days per week. A week is a period of seven (7) consecutive days commencing on the first day of the normally scheduled workweek, Monday. A reduced work week shall consist of forty (40) hours less the amount of time off for vacation leave, sick leave, and/or any of the ten (10) holidays, provided however, such time off occurs on a day that the Contractor's employee's normally work. The holidays applicable to this contract are: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

(b) Overtime is generally defined as work in excess of eight (8) hours in one day and work in excess of forty (40) hours in one week for the regular schedule or work in excess of a reduced work week not accounted for under above. Payment of overtime premium is covered under FAR 52.222-2. All overtime hours must be approved in writing by the COR before any overtime can be utilized by the Contractor.

(c) The Temporary Sea Duty Labor CLIN is only used when the contractor's representative is providing services on a carrier while at sea; it is not used for services provided while the carrier is in port. There is no overtime paid for work while the carrier is at sea. Billing shall be for regular time only. All billing, regardless of total hours

actually incurred while on the carrier, shall be 8 hours per day and shall bill only Monday thru Friday with no billing for Saturday or Sunday. Billing shall exclude Saturday and Sunday regardless of any hours incurred Saturday or Sunday.

(d) Subsistence and Lodging for Temporary Duty (TDY) Assignments will be paid to the Contractor on an actual basis up to the maximum amounts listed for each TDY assignment location in accordance with the most recent Joint Travel Regulation allowances and terms of this contract and in accordance with FAR 31.205-46. All TDY must be authorized and/or approved by the COR before TDY can actually occur.

SERVICES FURNISHED BY THE GOVERNMENT

(a) Use of Government communication facilities is authorized for the exchange of messages between Contractor personnel and the Contractor, where and when available and if the Contractor is unable to procure commercial communication services, but the use therefore shall be subject to the regulations of the Representatives of the Government in charge thereof.

(b) Contractor employees will be authorized the use of local Government telephone facilities (except DSN) on a no-charge basis. The authorization shall be limited to official business telephone calls as required in the direct performance of services under this contract. Use of telephones hereunder shall be in accordance with the same local directives as are applicable to Government employees.

(c) Use of DSN capability is not authorized.

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instruction, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

CLAUSES INCORPORATED BY FULL TEXT

C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Corossion Control CETS via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://doncmra.nmci.navy.mil>".

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at "<https://doncmra.nmci.navy.mil>".

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR)(FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled DD Form 1423-1, Contract Data Requirements List. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	
0002	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	
0003	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	
0004	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	
0005	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	
0006	POP 16-SEP-2016 TO 15-SEP-2021	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

- (a) The contract shall commence on the date of contract award and shall continue for a period of 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.
- (b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT**5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)**

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$1,000,000; the maximum quantity is \$41,790,995 or as negotiated.

CLAUSES INCORPORATED BY FULL TEXT**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit (a) attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code 254330D * as indicated in the DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

NATEC COS**NATEC INSPECTION AND ACCEPTANCE REQUIREMENTS**

The Certificate of Services is used to document satisfactory performance of the Contractor's representative. The inspector will annotate on the Certificate of Services as to any reported information that cannot be certified or is incorrect. The inspector is the Federal Officer at the site of task performance responsible for ensuring that the task is properly performed. The inspector is normally the NATEC Officer in Charge at the NATEC Detachment to which the task is assigned. If there is not a NATEC Detachment at the task site, then the maintenance office or other designated person at the user activity will normally be the inspector. The COR shall rely on the inspectors certification of the information contained in the Certificate of Services for verification of what services were actually provided to the Government.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0002 Line Item Specific: Sequential ACRN Order

SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF

Pay Official DoDAAC:

Issue By DoDAAC:

Admin DoDAAC:

Inspect By DoDAAC:

Ship To Code:

Data to be entered in WAWF

HQ0338

N68936

S0107A

N32379

N/A

Ship From Code: _____ N/A
 Mark For Code: _____ N/A
 Service Approver (DoDAAC): _____ N32379
 Service Acceptor (DoDAAC): _____ N32379
 Accept at Other DoDAAC: _____ N/A
 LPO DoDAAC: _____ N/A
 DCAA Auditor DoDAAC: _____
 Other DoDAAC(s): _____ N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____@navy.mil b6

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR)(SEP 2012)

(a) The Contracting Officer has designated _____ b6 _____ b6 s@navy.mil Phone _____ b6 as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

a. Work cooperatively with members of the acquisition team.
b. If a classified contract, identify contract requirements and changes as they occur to the Contracting Officer's Security Representative (COSR).
c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements.
d. Read and understand the DoD Contractor Performance Assessment Reporting System (CPARS) Policy Guide (dated March 2010) and the User Manual for Contractor Performance Assessment Reporting System (CPARS) (dated May 2010) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments.
e. If a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed.
f. Provide an independent government estimate of desired or ordered work.
g. Track funds expended and remaining funds available so as not to overspend on the contract or order.
h. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify that the government has accepted all deliverables.
i. Pay particular attention to the timely review of invoices.
j. Obtain refresher training as required by NAVAIRINST 4200 28D or as required by the PCO.
k. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
(1) Any violation of or deviation from the technical requirements of the contract or order;
(2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract.



(3) Any contractor request for changes to the contract;
(4) Issues that require clarification or resolution;
(5) Inconsistencies between invoiced charges and performance, including the use of improper labor categories;
(6) Instances where funds may be insufficient to complete the contract or order;
(7) Conditions requiring a replacement for you as COR; and
(8) Improper use of government material, equipment, or property.
l. Ensure the contract does not become a vehicle for personal services as described in the FAR Part 37, Service Contracting;
m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

(b) The effective period of the COR designation is the period of performance of this contract.

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

 b6
 Phone:  b6
 22309 Exploration Drive
 Lexington Park, MD 20653

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the dollars per hour (based on the fixed fee divided by the ordered level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
(3) Conduct post award orientation conferences	PCO
(38) Ensure contractor compliance with contractual quality assurance requirements.	PCO/COR as required
(44) Perform engineering analysis of contract cost proposals	PCO
(47) Assist in the evaluation and make recommendations for acceptance or rejection of waivers and deviations	PCO/COR as required
(48) Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive marking on data.	PCO/COR as required
(51) Consent to the placement of subcontracts	PCO
(58) Ensure timely submission of required reports.	PCO/COR as required
(70) De-obligate excess funds after price determination	PCO/COR as required

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
All other items not listed above.	"See the ADMINISTERED BY Block on the face

	page of the contract, modification or order"

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.dsa.mil/index.html>.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: [REDACTED] email: [REDACTED] b6

b6

b6

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, HUNTSVILLE FIELD OFFICE (IOFSH),

1525 PERIMETER PARKWAY, STE 425, HUNTSVILLE, AL 35806

is hereby assigned administrative responsibility for safeguarding classified information.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 22,800 hours as specified in the Level of Effort clause or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:

http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [Insert attachment number]. [Insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [Insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a

prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [Insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(1))

[] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;
- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA and NAVAL AIR
TECHNICAL DATA and ENGINEERING SERVICE CENTER, NORTH ISLAND, CA

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.

(16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$100,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost" or "paragraph (c) of FAR Clause 52.232-22, Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within five working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 30 working days from the time of the oral communication amending the order.)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes".

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) with a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the contract file.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost \$ [insert dollar amount or TBD]

Funded Fee \$ [insert dollar amount or TBD]

TOTAL FUNDS \$ [insert dollar amount or TBD]

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$[if contract, enter dollar amount; if solicitation, state "to be determined"] which includes a fixed fee amount of \$[if contract, enter dollar amount; if solicitation, state "to be determined"]. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) [insert CLINs]; and

(d) the period of performance for which it is estimated the allotted amount will cover is [insert the period of performance (calendar date)].

This will be completed at the individual task order level.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the

Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

[REDACTED] b6
 COMMANDER
 CODE 254200D
 NAVAIRWARCENWPNDIV
 429 E. BOWEN RD, MAIL STOP 4015
 CHINA LAKE, CA 93555-6108
 Phone: [REDACTED] b6
 Email: [REDACTED]@navy.mil b6

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR)(MAY 2014)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

NONE

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	

(2) Government furnished property to be provided under this contract:

NONE

Nomenclature/Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

NONE

Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

NONE

Schedule/Source	Nomenclature / Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost	

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at http://www2.dla mil/j-6/dlms0/elibrary/manuals/dlm/dlm_pubs.asp. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997

52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007

52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the period of performance of the issued task orders unless a modification is in place to extend the performance.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to end of pop provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 month unless negotiated otherwise.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**(a) Definitions. As used in this clause--**

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, X is not a small business concern under NAICS Code 541330 assigned to contract number N68936-16-D-0036

-See proposal for signed copy-

Signature

Date

Signer's Printed Name

Signer's Title

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED] b4
[REDACTED] b4
[REDACTED] b4
[REDACTED] b4

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

tab (2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: N/A

(c) Display of combating trafficking in persons and whistleblower hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contract the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractor from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

252.204-7004 SYSTEM FOR AWARD MANAGEMENT (52.204-7)(JUL 2013) - ALT A (FEB 2014)

(a) Definitions. As used in this provision--

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means -

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that--

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number--
 - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state, and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.216-7006 ORDERING (MAY 2011)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from from the date of contract award for five year or as negotiated.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive

procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired;
or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. *

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or

Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on
the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially

at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also

reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Government installations listed in Section C- Statement of Work. Entrance is authorized by this contract as a result of tasks associated with performance of the SOW only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the Contracting Officer's Representative. All losses are to have the permanent badges returned to the appropriate Government agent on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Exhibit/Attachment Table of Contents

Exhibit "A" Contract Data Requirements Listing (CDRL) DD Form 1423 dtd 1/8/16
Attachment 1 Support Location Requirements
Attachment 2 Surveillance Activity Checklist dtd 10/1/15
Attachment 3 DD Form 254 dtd 9/12/16 ****(to be provided under separate cover****
Wyle's Individual Subcontracting Plan dated 27 May 2016 is hereby incorporated by reference into this contract.

